

**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES / JUSTICE & COMMUNITY SERVICES**  
**STANDARD CONDITIONS & ASSURANCES**

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Standard Conditions and Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

West Virginia Division of Administrative Services  
Justice & Community Services  
1124 Smith Street-Suite 3100  
Charleston, West Virginia 25301-1323

**1. LAWS OF WEST VIRGINIA:**

This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by JCS, regardless of the original funding source. This grant is on a “**REIMBURSEMENT ONLY**” mechanism.

**2. LEGAL AUTHORITY:**

The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required if applicable.

**3. RELATIONSHIP:**

The relationship of the grantee to JCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind JCS for any obligation or expense without the express prior written approval from JCS.

**4. COMMENCEMENT WITHIN 60 DAYS:**

This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by letter to JCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date. The Division has the right to cancel the contract and deobligate the funds.

**5. OPERATIONAL WITHIN 90 DAYS:**

If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to DJCS explaining the delay in implementation. Upon receipt of the 90-day letter, JCS may cancel the project and deobligate the funds.

**6. SUSPENSION OF FUNDING:**

By accepting this award the grantee agrees that JCS may suspend, in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:

- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
- 60 or more days late in submitting reports;
- Failure to submit reports;
- High Risk Grantee as determined by the JCS High Risk Assessment; or
- Other cause shown.

**7. SANCTIONS FOR NONCOMPLIANCE:**

In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:

- Withholding of payments to the grantee until the grantee complies or if reports are more than 60 days late the money for that month is forfeited and MAY NOT be recouped;
- Cancellation, termination or suspension of the contract, in whole or in part; or,

- Refrain from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received.

**8. ACCOUNTING REQUIREMENTS:**

Grantee agrees to record all project funds and costs following generally accepted accounting procedures. A unique account number or cost recording must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material, must be retained and be available for audit purposes. **Federal** regulations prohibit the **commingling of Federal grant funds** with funds from other sources.

**9. REPORTS:**

Each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship and evaluation of programmatic and fiscal responsibilities.

**10. WRITTEN APPROVAL OF CHANGES:**

The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal or otherwise).

**11. OBLIGATION OF PROJECT FUNDS:**

Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.

**12. USE OF FUNDS:**

Funds awarded through JCS may be expended **ONLY** for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that **any** deviations from the original grant budget are unallowable.

**13. ALLOWABLE AND UNALLOWABLE COSTS:**

Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards and federal guidelines pursuant to the specific grant program.

**14. PURCHASING:**

When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or other agency. See 148CSR1 of the West Virginia State code.

**15. PROJECT INCOME:**

All income earned by the grantee as a result of the conduct of this project, must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established by JCS as are established for granted funds. All grantees must maintain records that clearly show the source, the amount and the timing of all project income. There is no waiver provision for the project income requirement. In an effort to understand the program income, each applicant may be asked to provide an Operational Budget for the applicant agency.

**16. MATCHING CONTRIBUTION:**

The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by the West Virginia Division of Administrative Services / Justice & Community Services. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines established by the West Virginia Division of Administrative Services / Justice & Community Services for this program. All grantees must maintain records that clearly show the source, the amount and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.

**17. TIME EXTENSIONS:**

In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated.

**18. NON-SUPPLANTING:**

Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.

**19. TRANSFER OF FUNDS PROHIBITION:**

The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.

**20. TRAINING:**

For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.

**21. PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:**

To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.

**22. MARKING OF EQUIPMENT:**

Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the West Virginia Division of Administrative Services / Justice & Community Services."

**23. PROPERTY ACCOUNTABILITY:**

The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes, if not being used in accordance with terms of the grant property will revert back to JCS.

**24. COMPUTER EQUIPMENT:**

Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. The following are **minimum** hardware requirements, as well as software requirements, established by JCS for this grant program, which must be recognized when purchasing computer equipment, in whole or in part, utilizing grant funds:

**Minimum Hardware Requirements:**

- Processor: Intel Core i5, 3.5 GHz, or equal
- RAM: 4 GB DDR3 single DIMM
- Hard Drive: 500 GB, 7200 RPM SATA, upgradable
- Keyboard: Standard USB
- Mouse: Optical USB 2 button W/scroll
- DVD/RE: Multi DVD/RW optical drive
- USB Ports: USB 3.0, minimum of 4 back, 2 front with one USB 3.0 charging
- Ethernet Port: 10/100/1000 NIC integrated

- Expansion Slots: PCI Express
- Video: Dual monitor capability with one VGA port & one DVI port
- Trusted Platform Module: TPM chip

Recommended Hardware Components:

- Mid-tower case

Software Requirements:

- Whenever possible, software should operate within open industry standards. For example, Windows 10 Professional, or equal

Warranty Requirements:

- Year on-site warranty

**25. LEASE AGREEMENTS:**

Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.

**26. PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:**

Grantee acknowledges that JCS, and DOJ if Federally funded, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support.

Grantee agrees to consult with JCS re the allocation of any patent rights that arise from, or are purchased with, this funding.

**27. ACCESS TO RECORDS:**

JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.

**28. CIVIL RIGHTS COMPLIANCE:**

Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. §20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil

Rights, Office of Justice Programs and the West Virginia Division of Administrative Services / Justice and Community Services.

**29. RELIGIOUS ACTIVITIES:**

Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.

**30. LOBBYING:**

Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.

**31. CONFLICT OF INTEREST:**

No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the [W. Va. Code §§ 6B-1-1 through 6B-3-11](#).

**32. FREEDOM OF INFORMATION ACT:**

All records, papers and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other documents submitted to JCS and its grantees, including plans and application for funds, reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code.

JCS recognizes that some information submitted in the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, **all** determinations concerning the release of information of this nature are made on a case-by-case basis by JCS and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable federal, state, and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive or protected. Applicants may also consult JCS regarding concerns or questions about the release of potentially sensitive, protected or exempt information applicable to federal, state and local laws and regulations.

The Division has the authority to release to the public without a FOIA all information which does not meet an exemption. Example: Grant Award

**33. NATIONAL AND STATE EVALUATION EFFORTS:**

The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.

**34. SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:**

The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements:

"This document [product] was prepared under a grant from the West Virginia Division of Administrative Services / Justice & Community Services (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia or the Division of Administrative Services / Justice & Community Services."

"This project supported by Grant No. \_\_\_\_\_ awarded by the West Virginia Division of Administrative Services / Justice & Community Services and the U.S. Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also included the Bureau of Justice

Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position of policies of the United State Department of Justice.”  
In addition, the grantee agrees not to utilize the Division logo without written permission.

**35. JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:**

Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.

- Deinstitutionalization of status offenders (DSO).
- Separation of juveniles from adults in institutions (separation).
- Removal of juveniles from adult jails and lockups (jail removal).
- Reduction of disproportionate minority contact (DMC), where it exists.

As well as, 101CSR1 of the West Virginia code.

This includes, but is not limited to, completing the annual the WV Certification of Non-Secure Facilities and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

**36. COLLABORATION W/OTHER FED. AND STATE GRANTS:**

Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment and any other resources deemed necessary by JCS.

**37. USE OF DATA/EXCHANGE OF INFORMATION:**

With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:

- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
- b. To provide a complete copy of the computer programs and documentation, upon requests, to DJCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
- c. That whenever possible all application programs will be written in standardized programming languages (i.e. Cobol, Fortran, C, C++, XML, etc.) or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
- d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916/392-2550) should be contacted to determine availability of software prior to any development effort.

**38. EQUAL EMPLOYMENT OPPORTUNITY PLAN:**

The grantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR) and the West Virginia Division of Justice and Community Services. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEOP Certification form and, if required, an EEOP Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.

**39. VETERANS PREFERENCE:**

This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines “suitable preference” as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

**40. IMMIGRATION AND NATURALIZATION VERIFICATION:**

The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.

**41. POLITICAL ACTIVITY:**

The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.)

Please reference West Virginia Code § 29-6-20 for state restricted activities.

**42. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:**

Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at [www.it.ojp.gov/gjxdm](http://www.it.ojp.gov/gjxdm).

To the best of my knowledge the applicant has and will comply with all of the attached Standard Conditions and Assurances.

**Authorized Official:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_